

**MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES AIR FORCE - ALASKA
UNITED STATES ARMY - ALASKA
UNITED STATES COAST GUARD UNITS IN ALASKA
ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION,
Representing ALASKA GOVERNOR'S OFFICE
ALASKA DEPARTMENT OF VETERANS AND MILITARY AFFAIRS
ALASKA DISTRICT CORPS OF ENGINEERS
DEFENSE FUELS OFFICE-ALASKA
ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES
U.S. FEDERAL AVIATION ADMINISTRATION
U. S. NAVY BASE SEATTLE
AND THE
U.S. ENVIRONMENTAL PROTECTION AGENCY
TO ESTABLISH A
JOINT REGIONAL ENVIRONMENTAL TRAINING CENTER**

A. INTRODUCTION:

State and Federal agencies in Alaska have mutually agreed to establish a Joint Regional Environmental Training Center and are committed to a continuing improvement in the process of training all personnel on environmental issues, policies, regulations, and practices in the most efficient manner. In order to sustain long-term commitment to this objective, this commitment is reinforced through the current "Statement of Cooperation" (SOC) signed by the Alaska Department of Environmental Conservation, also representing the Alaska Governor's Office, U.S. Environmental Protection Agency, U.S. Army Alaska, U.S. Air Force in Alaska, U.S. Naval Base Seattle, Defense Fuels Office-Alaska, Alaska District Corps of Engineers, Alaska Department of Veterans and Military Affairs, and US Coast Guard in Alaska. In conjunction with the SOC Committee, Alaska Department of Transportation and Public Facilities and Federal Aviation Administration, have mutually agreed to establish and implement the Joint Regional Environmental Training Center (JRETC) Agreement.

This Agreement does not create an enforceable obligation, but rather is an expression of intent on the agencies' part to work to alleviate the high cost required for appropriate training of member agencies' personnel. The intent of this Agreement is for member agencies to lower overall costs and maximize inter-agency cooperation in the development and execution of current, up-to-date environmental training. In order to establish a state of the art training facility quickly, those agencies that provide financial subscription to help with set up costs

will cooperatively reflect by their financial support that the training center meets and exceeds the environmental training goal for the Center. U.S. Army Alaska (USARAK) agrees to provide a suitable facility located on Fort Richardson for the JRETC. Furthermore, USARAK agrees to facilitate management of the JRETC as guided by the Board of Directors, within the purview of contract requirements.

The U.S. Environmental Protection Agency (EPA) is currently negotiating a settlement of an enforcement action with U.S. Army Alaska (USARAK). USARAK has proposed funding the establishment of the JRETC as a Supplemental Environmental Project (SEP) to mitigate the proposed civil penalty. During the pendency of the SEP project, and until such time as the enforcement action is concluded, EPA may not contribute funds to the project or participate on the Board of Directors or in any project training. EPA will participate by providing oversight to ensure that the project is implemented pursuant to the provisions of the settlement.

B. PURPOSE:

The establishment of a Joint Regional Environmental Training Center (JRETC) at Fort Richardson, Alaska will provide resident and non-resident environmental training to all Federal and State of Alaska governmental agencies and activities in Alaska and the Pacific Rim.

The proposed JRETC will provide a state-of-the-art multimedia, environmental training facility, specializing in resident and non-resident training utilizing multimedia, interactive computer-assisted instruction and distance learning technologies, hands-on and lecture format to ensure cost-effective, high-quality, interactive training across a broad geographical area of responsibility. The JRETC will provide fully trained and certified faculty members to meet the unique aspects of the Alaska and Pacific Rim Region for the Federal and State agencies operating in those regions.

This Agreement establishes a basis for providing the best available training for our personnel, in a consistent, efficient and cost-effective manner. Benefits of working together include significant cost reduction for all member agencies, avoidance of duplicative training, training the right people at the right time, and development of Alaska and Pacific Rim specific course work.

Operational concept once the training center is established is that it will be self-sustaining, except as provided by separate agreement of any of the parties, in that the instructor, contractor and overhead costs will be covered by fees assessed by the JRETC Board of Directors to individuals attending training. The JRETC will operate on a non-profit basis after payment of the contract and operation requirements. The JRETC will reduce training costs and the high cost of sending

personnel outside Alaska for training. Having trainers come to Alaska via multimedia broadcast or in person will train a greater number of people, as well as save travel costs and per diem expenses.

C. CHANGES TO THE AGREEMENT:

It is the intent that member agencies, through the JRETC Board of Directors, will review this Agreement yearly, at a minimum, by the anniversary date of this Agreement. Amendments or additional appendices may be developed and implemented by mutual agreement at any time, without renegotiating this Agreement. A member agency may also terminate its participation in this Agreement after providing ninety (90) days written notice to the JRETC Board of Directors and USARAK Public Works Administrator. Other agencies can become a member agency through petition and concurrence of the JRETC Board of Directors.

D. EFFECTIVE DATE OF AGREEMENT:

This Agreement is effective upon the date of the last signatory to this agreement.

E. AREAS OF AGREEMENT:

1. Each participating member agency will be requested to provide estimated student class requirements in the last quarter of each Fiscal Year to the Contractor designated by the JRETC Board to complete a yearly training plan/update. "The Contractor" will require information, including, but not limited to: present and future environmental training (course) needs, validated student case load, and target student audience in order to prepare class schedules for the next year. Each member agency will be requested to provide at least one copy of pertinent documentation to the Contractor. Contractor may contact agencies later to inquire if additional training is required to address training that may be needed to satisfy regulatory requirements and thereby preventing Notice of Violations (NOV's).

2. A Training Officer for each member agency will be appointed to coordinate and represent the member agency's training needs and to articulate desired results to be achieved by the JRETC.

3. Each member agency will submit the name, business address, business telephone number, and facsimile number of its Training Officer to ensure proper coordination of training requirements. This will facilitate the Contractor in providing information on the classes available back to each agency.

4. Member agencies formed a JRETC Board of Directors to oversee the administration of the JRETC. Board of Director members appointed in October 1995 were allocated one vote for each participating agency or organization. In

addition, member agencies exchanged information regarding specific training requirements and discussed promoting usage of the JRETC by assigned personnel.

5. The JRETC Board of Directors will provide input to USARAK Public Works to assist in USARAK's administration of the JRETC. Day-to-day administration of the JRETC, as well as all interaction with contractors, trainers, etc., will be done by USARAK, Public Works. The JRETC will be audited annually by an outside training audit team to ensure consistent training.

6. Member agencies providing financial subscription to share in the cost of setting up the training facility development will ensure the cooperative success of top quality environmental training. Agencies that are non-financial subscribers to the set-up costs can be pay-as-you-go users of the training facility. Pay-as-you-go uses include student enrollment and use of facility conference rooms, video teleconferencing, meeting halls, or training rooms with training equipment.

7. Member agencies are strongly encouraged to promote using the JRETC for environmental training. Member agencies promoting the JRETC to non-member agencies will help to ensure the successful use of the training center.

F. ORGANIZATIONAL STRUCTURE

a. Agency/Facility Board Member:

Each member agency shall designate an individual as a member of the JRETC Board of Directors. Each member agency is to provide the designee's name, business address, business telephone number, and facsimile number to John T. Toenes, Public Works, USARAK, at the following address:

Mr. John T. Toenes
Deputy Director Public Works
ATTN: APVR-RPW
600 Richardson Drive # 6500
Fort Richardson, Alaska 99505-6500
FAX (907) 428-1186

The purpose of the JRETC Board of Directors is to oversee and manage operations, to include review of JRETC training goals and progress toward these goals. The JRETC Board of Directors will also identify areas of concern and work with the Statement of Cooperation Steering Committee and other participating State and Federal agencies to develop plans for addressing these concerns. (A copy of the current Statement of Cooperation and one addendum to the same are attached as Exhibit 1.) While participation on the JRETC Board of Directors is

voluntary, this involvement will assure that member agency needs are met. The JRETC Board of Directors will meet at a minimum on a semiannual basis as determined by the Board or as called for by Directorate of Contracting, and/or Public Works, and/or Contractor, and/or participating agencies.

b. Operations:

Public Works, USARAK, will oversee the development and implementation of the JRETC at Fort Richardson in order to facilitate the establishment of a contractor-run, government-owned training center located on Fort Richardson. Communications and coordination among the JRETC personnel, participating agency personnel, and Contractor will be undertaken by USARAK Public Works. Operational concept of the JRETC, after purchase of equipment, furnishings and effective building modification for the long-distance training portion, is that it will be self-sustaining. Contractor, instructor and overhead costs (i.e., equipment maintenance, upgrades, video teleconferencing annual charges) will be covered by fees charged to individuals attending training or organizations utilizing the center for conferences, etc.

The Training Situation (Needs) Analysis contract was funded by USARAK Public Works and completed 30 November 1995. This analysis presented a formal Master Training Plan that identified and validated environmental training and student case load needs, equipment and furnishings requirements, and the environmental classes that are currently established and required. USARAK Public Works presented the Master Training Plan and the results of the Training Situation (Needs) Analysis to the JRETC Board of Directors, and members of other participating Federal and State agencies, in a December 6, 1995, meeting. The report from the agencies confirmed the validity of the urgent need for this center. Work began January 1996 on the statement of work to contract Phase II, the development of the Center and for Phase III, the growth and sustainment to manage and operate the training facility contract. This includes operating personnel, environmental training services and equipment.

c. Financial Reimbursements:

This agreement does not constitute any obligation for participating agencies to provide funds for facility development (set-up costs for the center). Agencies that recognize the cost savings and benefit of training offered to their personnel are invited to share in the Center development. Agencies that wish to help with set up cost can provide funding on the appropriate financial document as stated below.

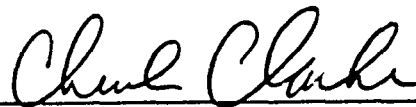
Payment method for student enrollment for JRETC courses or facility services from the participating agencies will be provided to USARAK Public Works Environmental Department through the appropriate financial vehicle.

1. Defense agencies are required to use a Department of Defense Form 448, Military Interdepartmental Purchase Request (MIPR), to credit money to the JRETC account.

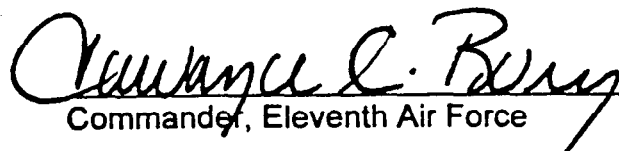
2. Other federal and state agencies will enter into a separate authorizing document, such as a Memorandum of Agreement (MOA) with USARAK Public Works, Interservice Support Agreement, Intragovernmental Support Agreement, or other authorizing document, as appropriate and as authorized by legislation [such as the Economy Act (USC.1535)], or the directives and policies of participating organizations. This authorizing document will state the purpose of student or facility service to be provided and delineate mutually agreeable billing and reimbursement procedures. Normally these agreements will indicate that reimbursement will be paid only as service/training are required. The reimbursing agency will send its check and appropriate financial document itemizing the purpose of; student(s) enrollment or facility use charge(s) for conference rooms, large meeting hall, classroom, etc., to ensure correct billing. USARAK Public Works will have customer numbers established to credit properly the reimbursing agency and appropriate project number.

3. The purpose of this payment is to cover direct and indirect costs of operating the JRETC on a break-even basis.

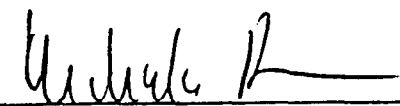
The following agree to this Agreement for the mutual benefit of: the Alaska Department of Environmental Conservation, which also represents the Alaska Governor's Office; the U.S. Environmental Protection Agency; Alaska Department of Veterans and Military Affairs; Alaska Department of Transportation & Public Facilities; United States Air Force (Elmendorf AFB) in Alaska; United States Army Alaska; U.S. Navy Base Seattle; Federal Aviation Administration; United States Coast Guard; Alaska Corps of Engineers; and Defense Fuels Office-Alaska.


Regional Administrator, Region 10
U.S. Environmental Protection Agency

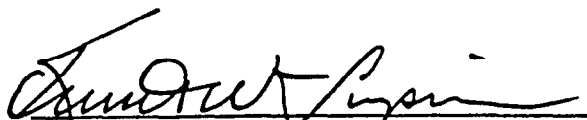
Date 4/19/96


Commander, Eleventh Air Force

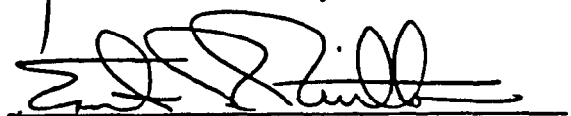
Date 4/19/96


Commissioner, Alaska Department of
Environmental Conservation


Date 4/19/96


Commander, US Army Alaska

Date 19 Apr 96


Commander, 17th Coast Guard District

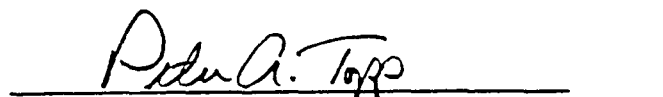
Date 19 April, 1996


Commander, Naval Base Seattle

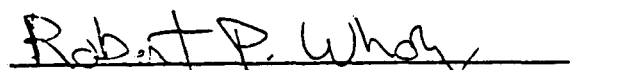
Date 19 APRIL 96


Commander, Maintenance and Logistics
Command Pacific, U.S. Coast Guard


Date 19 Apr 1996


District Engineer
U.S. Army Corps of Engineers-Alaska District

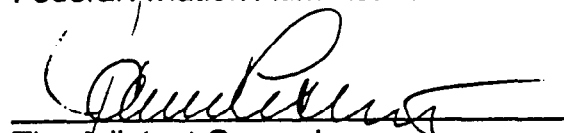
Date 19 APR 96


Commander, Defense Fuels Office, Alaska


Date 29 Apr 96


Regional Administrator, Alaskan Region
Federal Aviation Administration

Date 4/19/96


The Adjutant General,
Alaska National Guard
Alaska Department of Veterans and
Military Affairs

Date 5/1/96


Commissioner
Alaska Department of Transportation
and Public Facilities

Date 4/25/96

**STATEMENT OF COOPERATION
BETWEEN
ALASKA DEPARTMENT OF DEFENSE AGENCIES
UNITED STATES COAST GUARD UNITS IN ALASKA
ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION
AND THE
ENVIRONMENTAL PROTECTION AGENCY**

A. INTRODUCTION:

The goal of the Alaska Department of Environmental Conservation (ADEC) is to protect public health and the environment through cost-effective environmental problem solving. Likewise, the federal government, through the United States Environmental Protection Agency (EPA), is charged with protecting human health and the environment from the threat of pollution and ensuring a sustainable future. In the spirit of achieving the goal of uncompromised environmental protection, while recognizing the value of being innovative and flexible as to the process, ADEC, EPA, and those Alaska elements of the Air Force, Army, Navy, Corps of Engineers, and Coast Guard represented by the signees to this document agree to further a cooperative working relationship which aids in the identification and resolution of public health and environmental issues and to develop separate, more detailed agreements as needed between ADEC, EPA, and the individual components.

This Statement of Cooperation (SOC) does not create enforceable legal obligations, but rather is an expression of intent to work with one another to resolve problems, promote awareness and mutual goals, and further communications in programs and activities that are the primary responsibility of ADEC and EPA. Efforts under this agreement shall be consistent with applicable federal and state laws and regulations and are subject to the availability of duly appropriated funds. Nothing in this agreement is intended, nor shall it act, in any way to alter, impede, or interfere with the authorities and procedures of the agencies involved in carrying out their regulatory and law enforcement responsibilities, authorities, or in carrying out their defense mission.

B. PURPOSE:

Through this document, Alaska Department of Defense agencies, the Coast Guard (collectively DoD/CG), EPA, and ADEC can establish a common agenda to work together on environmental protection objectives and specific goals. This will include efforts to solve environmental problems in the State of Alaska in compliance with regulatory requirements.

C. CHANGES TO THE STATEMENT:

The signatories will review this document every two years from its effective date. Amendments or additional appendices may be developed and implemented by mutual agreement at any time, without renegotiating the entire SOC. A party may also terminate their participation in this agreement after providing 30 days notice to the other parties.

Exhibit 1

D. EFFECTIVE DATE OF AGREEMENT:

This document is effective June 8, 1994 and expires June 8, 1996.

E. AREAS OF AGREEMENT:

1. ADEC, EPA, and Alaska DoD/CG will provide organization charts depicting pertinent command levels and key personnel responsible for environmental compliance, past contamination cleanup, response actions, pollution prevention, and other activities defined in the SOC dated January 1, 1992. These charts will contain names, addresses, and phone numbers of these key people and will be included as Appendix 1.
2. Alaska DoD/CG will provide ADEC and EPA a complete listing of bases and sites under their jurisdiction with their current status noted (active, excess, awaiting cleanup and release, etc.). These listings will be included as Appendix 2 to the SOC.
3. Information sharing and technology transfer mutually serve ADEC, EPA, and Alaska DoD/CG environmental interests and should be encouraged by all parties to this SOC. In the spirit of cooperation, Regulations Assistance Workshops on state environmental regulations and pollution prevention that affect Alaska DoD/CG will be made available by ADEC and EPA in central locations around the state. Alaska DoD/CG agencies that hold workshops or provide general training will attempt to notify ADEC and EPA and to make available participation in those that would be of interest to ADEC and EPA personnel.
4. Periodic meetings including the Alaska Environmental Roundtable, to share information and foster cooperation, will be held as desired by ADEC, EPA, or Alaska DoD/CG. Every two years, ADEC will host a meeting to review this SOC and renew the commitments made.
5. Alaska DoD/CG, EPA, and ADEC recognize the need for cooperative efforts to promote items of mutual interest and benefit to the environmental community. Insofar as practicable, we agree to support each others efforts for the following initiatives:
 - a. Investigate the opportunity for in-state waste treatment and storage facilities, meeting all applicable environmental requirements and standards, to reduce the cost of treatment and storage by eliminating the need to ship wastes out of state.
 - b. Upgrade and enhanced operation of solid waste landfills jointly used and/or operated by Alaska DoD/CG, state, and private sector users.
 - c. Cooperative inter-DoD/CG efforts for the response to major oil or hazardous substance releases, consistent with the regulatory authorities and responsibilities of the Coast Guard and/or EPA.

- d. Federal facilities often have characteristics that make them desirable for applying innovative approaches to environmental problems: large areas, isolated locations, controlled access, numerous contamination problems, and increasingly active environmental programs. As such, ADEC, EPA, and Alaska DoD/CG support the development of new and innovative technologies which would enhance our efforts to remediate contaminated sites in a cost-effective, timely manner when they appear feasible and environmentally sound. Support for these efforts is not restricted to sharing of information and public acknowledgment, but can include cost sharing for research and development and a possible Alaska-wide information dissemination system. Any commitment to cost sharing must be approved by individual agencies.

F. POLLUTION PREVENTION:

Alaska DoD/CG, ADEC, and EPA agree to promote pollution prevention and pursue issues of mutual concern in this area. The parties agree to:

1. Seek opportunities to eliminate or reduce waste to all environmental media (air, land, and water), and encourage use of energy efficient technologies and techniques. One such opportunity is the GREENSTAR program which furthers the intent of the Presidential Executive Order #12856, dated 3 Aug 93.
2. Share, exchange, and learn about information on pollution prevention technologies and techniques through periodic meetings and joint training programs.
3. Cooperate in the development of federal facility pollution prevention plans.
4. Seek opportunities to collaborate on pollution prevention projects of mutual interest such as selecting a base to serve as a focal point for demonstrating pollution prevention technologies and techniques
5. Cooperate in the development of methodology and formats to assess progress in pollution prevention. In so doing, ADEC, EPA, and Alaska DoD/CG will seek to meet the intent of both the Pollution Prevention Act of 1990 and Alaska Statute 46.06.021 which give primacy to waste management activities designed to reduce wastes at the source followed by environmentally sound recycling.

G. ADDITIONAL COOPERATIVE AGREEMENTS:

ADEC, EPA, and Alaska DoD/CG recognize the need for individual agency and base agreements which focus on site specific concerns. Therefore, the parties agree to develop individual memorandums of agreement, as appropriate, which further the spirit of cooperation and protection of public health and the environment.

In the interest of active community, interagency, and intergovernmental coordination, Alaska DoD/CG will take the lead to develop a memorandum of understanding to facilitate efficient coordination and avoid any misunderstanding about the unique activities of the Alaska DoD/CG.

H. SOC EXECUTIVE COMMITTEES:

There should be established an Executive Steering Committee (ESC), made up of the signatories of the SOC, and a Program Activities Committee (PAC). The ESC members are those individuals who have signed the SOC, and will function as a policy-level group to determine appropriate issues for the PAC. The PAC should be made up of high level individuals from each organization which has signed the SOC, as well as any other federal organization, such as the FAA or NPS, which needs to have a forum for solving specific but broad-based environmental problems. The primary role of the PAC should be to act as the operational arm of the ESC, to review the environmental concerns identified by the ESC, to establish other standing and ad-hoc committees and work within and empower their individual organizations to accomplish the steps necessary to resolve the concerns. In addition, the PAC should, following the guidelines set forth in the Presidential Executive Order #12875, dated October 26, 1993:

1. Review and identify to the ESC those state and federal mandates being proposed by either government that are insufficiently funded and may limit the flexibility for policy options that meet the needs of the Alaskan community, and
2. Where appropriate, assist any agency to identify areas where they may propose waivers of statutory or regulatory requirements in connection with any program administered by that agency with a general view toward increasing opportunities for utilizing flexible policy approaches.

I. DEPARTMENT OF DEFENSE ENVIRONMENTAL PROBLEM SOLVING TASK FORCE:


Alaska DoD/CG should organize an environmental problem solving task force for the purpose of providing a forum for discussion, to identify environmental problems, and to share information about solving environmental problems in the State of Alaska. The Air Force will provide administrative support to the task force. The ADEC will provide technical assistance in the area of pollution prevention and environmental problems solving.

J. LEAD AGENCIES:


Each Alaska DoD/CG agency or installation shall designate an individual responsible for managing remedial and removal actions for each installation or group of installations within the state. This individual or his/her replacement shall be responsible for coordinating all tenant activities of the installation(s) with regard to the remedial and removal action program.

ADEC and EPA will designate an Agency Coordinator as a point of contact between the appropriate Alaska DoD/CG installation(s) and to facilitate communications and coordination regarding environmental compliance, past contamination cleanups, response actions, and pollution prevention.

The following agree to the above SOC for the mutual benefit of the State of Alaska, the Alaska Department of Defense, the United States Coast Guard, and the United States Environmental Protection Agency.


Walter J. Hickel, Sr., Governor
State of Alaska

6-8-94
Date


Chuck Clarke, Administrator
EPA Region 10


6-8-94
Date


Joseph W. Ralston, Lieutenant General, USAF
Commander, Eleventh Air Force

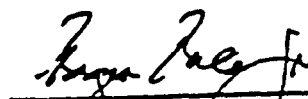
8 JUN 94
Date


John A. Sandor, Commissioner
Alaska Department of Environmental Conservation


8 June 94
Date


David A. Bramlett, Major General, USA
Commander, 6th Infantry Division (Light)

4 June 94
Date


Roger T. Rufe, Jr., Rear Admiral, USCG
Commander, 17th Coast Guard District

8 June 94
Date


Hugh L. Cox, III, Major General, AK NG
The Adjutant General

6 June 94
Date

Statement of Cooperation

6

Richard A. Riddell

Richard A. Riddell, Rear Admiral, USN
Commander, Naval Base Seattle

13 June 94

Date

Gordon G. Piche

Gordon G. Piche, Rear Admiral, USCG
Commander, Maintenance and Logistics Command Pacific

8 June 1994

Date

John W. Pierce

John W. Pierce, Colonel, USA
District Engineer, Alaska District Corps of Engineers

6 June 94

Date

Robert P. Wholey

Robert P. Wholey, Major, USAF
Commander, Defense Fuels Office, Alaska

6 June 94

Date